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Jeremy

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Lead Ad Terms

Facebook provides a feature that enables you to run an advertising unit allowing a Facebook user to provide their email address or other user information to you (“Lead Ads”). By clicking “Agree” and using this feature, you agree to the following:

A. You are solely responsible for ensuring that each Lead Ad submitted by you complies with these terms, the SRR (as defined below, including the Facebook Advertising Policies located at <https://www.facebook.com/policies/ads>, which includes the Lead Ads Policy, and the Facebook Platform Policy located at <https://developers.facebook.com/policy/>) and all applicable laws, rules and regulations (including providing all necessary disclosures to Facebook Users). If you are accepting these terms on behalf of a third party, you represent and warrant that you have the authority as agent to such party to use such feature on their behalf and bind such party to these terms.

B. You will ensure that each Lead Ad includes the following disclosures to Facebook users: (i) all disclosures and choice mechanisms necessary and sufficient to comply with applicable laws, rules and regulations, including any necessary offer terms promoted in the Lead Ad (e.g., criteria to qualify, expiration date, or limitations on redemption) (“Offer Terms”); (ii) a clear and prominent disclosure that if a user submits data to you through a Lead Ad, such data will be governed by your privacy policy; and (iii) a link to your privacy policy. You will further ensure that no Lead Ads will be targeted to any minors.

C. “Lead Ad Data” means the information that a Facebook user elects to send to you through a Lead Ad, which may consist of such Facebook user’s email address and any additional user information.

D. You may only use the Lead Ad Data in accordance with these terms; the Facebook Platform Policy; the Facebook Advertising Policies; your privacy policy; any Offer Terms, consents, additional terms and conditions agreed to by the Facebook user when agreeing to provide Lead Ad Data to you through the Lead Ads and applicable laws, rules and regulations (including all applicable data privacy, advertising, telemarketing or other laws, including without limitation, as applicable, the Telephone Consumer Protection Act of 1991 and its implementing regulations, 47 U.S.C. § 227 and 47 C.F.R. § 64.1200 and the Telemarketing Sales Rule, 16 C.F.R. Part 310, the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 and its implementing regulations, 15 U.S.C. § 103 and 16 C.F.R. Part 316)). If you are receiving Lead Ad Data on behalf of an advertiser, you may only use or share such Lead Ad Data on such advertiser’s behalf and you may not augment, commingle, or supplement such Lead Ad Data with any other data from any other advertiser.

E. You may not sell Lead Ad Data under any circumstances, and you may not transfer Lead Ad Data except as explicitly provided in the next sentence. Subject to your privacy policy, these terms, any Offer Terms, and your compliance with applicable laws, rules and regulations, Facebook is not restricting you from transferring Lead Ad Data with an Affiliate, franchisee or third party acting solely on your behalf to fulfill the purpose for which the Lead Ad Data was collected (as described to the user at the point of collection). In the event you share Lead Ad Data with an Affiliate, franchisee or third party acting on your behalf, you do so solely at your own risk and you will ensure that any such Affiliate, franchisee or third party complies with these terms and all applicable laws, rules and regulations. “Affiliate” means an entity which, directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control with you.

F. You will have in place appropriate technical and organizational measures to protect Lead Ad Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected. Lead Ad Data may be made available to you through protocols specified by Facebook (including Facebook APIs), and your use of such protocols must comply with Facebook’s Platform Policy.

G. Facebook may modify, suspend or terminate access to, or discontinue the availability of, the Lead Ads feature at any time. You may discontinue your use of the Lead Ads feature at any time.

These terms govern your use of the Lead Ads feature. They do not replace any terms applicable to your purchase of advertising inventory from Facebook (including but not limited to the Facebook Advertising Policies), and such terms will continue to apply. This Lead Ads feature is part of “Facebook” under Facebook’s Statement of Rights and Responsibilities (<https://www.facebook.com/legal/terms>, the “SRR”), and your use of the Lead Ads feature is deemed part of your use of, and actions on, “Facebook.” In the event of any express conflict between these terms and the SRR, these terms will govern solely with respect to your use of the Lead Ads feature and solely to the extent of the conflict. Facebook reserves the right to monitor or audit your compliance with these terms and to update these terms from time to time, and your continued use of this feature constitutes acceptance of those changes.

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